

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium
Product Name: Single Premium Group Annuity
Project Name/Number: /

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)
Product Name: Single Premium Group Annuity
State: Arkansas
TOI: A02G Group Annuities - Deferred Non-variable
Sub-TOI: A02G.003 Single Premium
Filing Type: Form
Date Submitted: 06/29/2012
SERFF Tr Num: MALF-128530673
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 18220

Implementation: On Approval
Date Requested:
Author(s): John Severini
Reviewer(s): Linda Bird (primary)
Disposition Date: 08/07/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
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General Information

Project Name: Status of Filing in Domicile: Not Filed
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small
 Group Market Type: Employer Overall Rate Impact:
 Filing Status Changed: 08/07/2012
 State Status Changed: 08/07/2012 Deemer Date:
 Created By: John Severini Submitted By: John Severini
 Corresponding Filing Tracking Number:

Filing Description:

John Hancock Life Insurance Company (U.S.A.) is filing for your approval, the attached group annuity contract and application.

This Single Premium Annuity provides for annuities to a closed group of employee's of Sparks Health System who are due benefits under this employer's qualified retirement plan. The benefits that accrue under the plan are subject to the rules of the federal ERISA laws and the purchases of these annuities are considered distributions under ERISA. This contract is non-participating and there are no dividends payable.

The product sale was initiated through a request for a bid proposal (RFP) received from the client's consultant working directly for the plan sponsor and who solicited bids from a number of life insurance companies.

Article I describes the benefits available to the plan participants that are named in the contract. No additional benefits may accrue under the contract to the participant/employees other than those described in Article I and the related schedules. For instance, there are no conversion rights afforded to covered participants/employees. Article II covers, among other things, the purchase price and the date the money is submitted from the client. It also identifies the mortality tables and interest rates that were used to develop the price.

Company and Contact

Filing Contact Information

John Severini, Compliance Specialist jseverini@jhancock.com
 601 Congress St. 617-663-4712 [Phone]
 Boston, MA 02210-2805 617-663-2995 [FAX]

Filing Company Information

John Hancock Life Insurance CoCode: 65838 State of Domicile: Michigan
 Company (U.S.A.) Group Code: Company Type: Life
 601 Congress St. Group Name: State ID Number:
 Boston, MA 02210-2805 FEIN Number: 01-0233346
 (617) 663-3000 ext. [Phone]

Filing Fees

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium
Product Name: Single Premium Group Annuity
Project Name/Number: /

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

Company	Amount	Date Processed	Transaction #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	06/29/2012	60565254
John Hancock Life Insurance Company (U.S.A.)	\$50.00	07/02/2012	60589849

SERFF Tracking #:

MALF-128530673

State Tracking #:

Company Tracking #:

18220

State: Arkansas

Filing Company:

John Hancock Life Insurance Company (U.S.A.)

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name: Single Premium Group Annuity

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/07/2012	08/07/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/06/2012	07/06/2012
Pending Industry Response	Linda Bird	07/05/2012	07/05/2012

Response Letters

Responded By	Created On	Date Submitted
John Severini	08/07/2012	08/07/2012
John Severini	07/06/2012	07/06/2012

SERFF Tracking #:

MALF-128530673

State Tracking #:

Company Tracking #:

18220

State:

Arkansas

Filing Company:

John Hancock Life Insurance Company (U.S.A.)

TOI/Sub-TOI:

A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:

Single Premium Group Annuity

Project Name/Number:

/

Disposition

Disposition Date: 08/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Compliance Certification		Yes
Form	Single Premium Group Annuity		Yes
Form	Applicaition		Yes

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium
Product Name: Single Premium Group Annuity
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/06/2012
Submitted Date	07/06/2012
Respond By Date	08/06/2012

Dear John Severini,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium
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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/07/2012
Submitted Date	08/07/2012

Dear Linda Bird,

Introduction:

Good Morning,

Response 1

Comments:

In regards to 23-79-138, we will attach this notice to the certificates at delivery. This notice will be amended and "agent" information will be excluded because there is no "agent" involved with a product of this nature.

I have attached the compliance certification under the Supporting Documentation Tab.

Thank you.

John Severini

Related Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Compliance Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:

MALF-128530673

State Tracking #:

Company Tracking #:

18220

State:

Arkansas

Filing Company:

John Hancock Life Insurance Company (U.S.A.)

TOI/Sub-TOI:

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Thank you.

Sincerely,

John Severini

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/05/2012
Submitted Date	07/05/2012
Respond By Date	08/06/2012

Dear John Severini,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

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Product Name: Single Premium Group Annuity
Project Name/Number: /

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/06/2012
Submitted Date	07/06/2012

Dear Linda Bird,

Introduction:

Good Morning

Response 1

Comments:

The additional \$50.00 was remitted.

Related Objection 1

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you,

John Severini

Sincerely,

John Severini

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
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Form Schedule

Lead Form Number: AR 1 SPA-10 GAC - 18220

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		AR 1 SPA-10 GAC - 18220	POL	Single Premium Group Annuity	Initial:	0.000	AR 1 SPA-10 GAC - 18220.pdf
2		AR 2 SPA-10 GAC - 18220	AEF	Applicaition	Initial:	0.000	AR 2 SPA-10 GAC - 18220.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
Bloomfield Hills, Michigan**

Contract Holder: **Sparks Health System**

Effective Date: **November 22, 2011**

Group Annuity Contract Number: **18220 GAC**

John Hancock agrees, subject to the conditions and provisions of this Contract, to pay to each Participant entitled thereto, a Retirement Annuity, and to pay or credit such other benefits or amounts as may be specified in this Contract.

1. This Contract is issued in consideration of the application and of the payment of Premium by the Contract Holder.
2. This Contract is delivered in and is subject to the laws of the **State of Arkansas.**
3. The provisions on this and the following pages are part of this Contract.

Signed for John Hancock at Boston, Massachusetts

President

Secretary

Countersigned by _____, on
Vice President

Single Purchase
Non-Participating
General Investment Account

AR 1 SPA-10 GAC - 18220

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
Bloomfield Hills, Michigan
(Herein called John Hancock)

Application is hereby made by the **Sparks Health Systems** (herein called the Contract Holder) for Group Annuity Contract No. **18220 GAC** (herein called the Contract) the terms of which have been agreed upon between the Contract Holder and John Hancock to provide Retirement Benefits for certain named Participants.

Address of Contract Holder: **Sparks Health Systems**
P.O. Box 8408
Fort Smith, AR 72902-8408

The Contract Holder hereby agrees to transmit to John Hancock the Premium payable under the terms of the Contract and to provide to John Hancock on forms provided by or satisfactory to it, the necessary particulars concerning Participants to be covered. The Contract Holder will provide such other information to John Hancock as may be required for carrying out the provisions of the Contract.

_____N/A_____ is hereby designated as the Agent-Broker to receive any commissions payable with respect to the Contract issued on this Application.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

This Application shall become a part of the Contract and said Contract shall become effective as of November 22, 2011.

Dated at _____, this _____ day of _____, _____.

SPARKS HEALTH SYSTEM

By: _____

Title: _____

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EXHIBITS

I. OPTION FACTORS

II. SCHEDULE OF PARTICIPANTS

This Schedule identifies all Participants covered under this Contract

ARTICLE I. DEFINITIONS

1. Age

The Participant's current Age is defined in years and months, except for joint Annuity Options where the Participant's and contingent annuitant's last attained whole Age is used.

2. Annuity Options

If the Qualified Joint and 66 2/3 with 10 Year Certain Form of Annuity, as described in the Definition of Form of Annuity, is not applicable or is waived, a Participant may elect, on or prior to his Benefit Commencement Date, one of the following Annuity Options to be effective on his Benefit Commencement Date.

If the Participant is entitled to the married Normal Form of Annuity, or elects a dual option, Joint & Survivor with a period certain, the J&S will take precedence and the benefit will work as follows:

Example: Mr. Smith has a \$100 benefit (after having been adjusted by Early or Late Retirement and Form of Annuity) under the 66 2/3 J&S with a 10 Year Certain Option

If the Participant dies before the Spouse, the reduced \$66 .66 benefit amount will continue to the spouse. If the spouse were to subsequently die prior to the end of the 10 Year period, the spouses beneficiary would get the reduced amount for the remainder of the 10 year period, and no other benefit is due once the 10 Year period expires.

If the Spouse dies prior to the Participant, Participant will receive \$100. If the Participant dies prior to the end of the 10 Year Period, his beneficiary would receive \$100 through the remainder of the 10 Year Period, and no other benefit is due once the 10 Year Period expires.

(A) Certain and Continuous Option

A reduced Retirement Benefit will be paid to the Participant for life. If the Participant's death occurs during the period elected (3, 5, 10, or 15 Years) the Retirement Benefit will continue to the Participant's beneficiary for the remainder of the period elected. The amount of reduced Retirement Benefit will be determined by multiplying the Normal Retirement Benefit as shown on the Schedule of Participants by the appropriate factor selected from Exhibit I.

(B) Joint & Survivor or Contingent Annuitant Option (May be non-spouse as long as spouse waiver received)

A reduced Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, a specified portion of the reduced Retirement Benefit (100%, 75%, 66 2/3%, 50%, etc.) as elected by the Participant will be continued to his survivor, if then living, for life. The amount of reduced Retirement Benefit will be determined by multiplying the Normal Retirement Benefit as shown on the Schedule of Participants by the appropriate factor selected from Exhibit I.

ARTICLE I. DEFINITIONS

(C) Joint & Survivor with Period Certain(May be non-spouse as long as spouse waiver received)

A specified portion of a reduced Retirement Benefit (100%, 75 %, 66 2/3% or 50%) as elected by the Participant will be paid to the Participant. If the Participant dies, the reduced benefit is paid to the spouse for the guaranteed elected period (3,5,10 or 15 Years). If the spouse then dies, the second survivor is entitled to the reduced amount that the spouse was receiving for the remainder of the period elected. Once the period elected by the Participant expires, the third survivor is not entitled to any further benefit payments. The amount of adjusted Retirement Benefit will be determined by multiplying the Normal Retirement Benefit as shown on the Schedule of Participants by the appropriate factor selected from Exhibit I.

(D) Life Only Option

A Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, no further benefits will be due to the Participant under this Contract. The amount payable under this Option is the Participant's Retirement Benefit as shown on the Schedule of Participants.

(E) Single Life with a Full Cash Refund

Upon the death of the Participant, a lump sum death benefit will be paid to the designated beneficiary equal to the excess, if any, of the Present Value of the Participant's benefit as of his initial Benefit Commencement Date, based on the Plan Actuarial Equivalence. The unmarried Normal Form will be reduced by the Plan Actuarial Equivalence for this Optional Form.

(F) Lump Sum Option

A single lump sum payment is payable to the Participant in lieu of a monthly Retirement Benefit. The lump sum amount payable is the annual Normal Retirement Benefit multiplied by a deferred to age 65 lump sum factor except if the Participant is eligible for an Early Retirement Benefit. If a Participant is eligible for Early Retirement the lump sum amount payable is the greater of a) or b) below:

- a) The annual Normal Retirement Benefit multiplied by a deferred to age 65 factor.
- b) The annual Normal Retirement Benefit, reduced for Early Retirement, if applicable, multiplied by an immediate lump sum factor.

The lump sum factor is determined in accordance with the mortality and interest assumptions for lump sums specified in the Definition of Plan Actuarial Equivalence.

ARTICLE I. DEFINITIONS

There were 5 Participants who were younger than age 55, and an exception was made at the time of the sale by Sparks Health System to pay these Participants a lump sum. The Participants are Brandy Davis, Betty Farrar, Burna Huffman, Linda Ritter and Penny Smith.

The period elected in options (A) and (C) above must not exceed that which is permissible under the limitations in the Code applicable to Plans qualified under 401(a). The amount payable under any Annuity Option elected by the Participant shall depend upon the Age of the Participant and of any designated survivor and is subject to the limitations of the Internal Revenue Code as amended.

All Retirement Benefits payable under any Annuity Option are subject to reduction for Early Retirement or increase for Late Retirement, if applicable.

3. Benefit Commencement Date

The Benefit Commencement Date of a Terminated Vested Participant is the first day of the month specified by the Participant in a written application for commencement of benefits filed with John Hancock. Such application is to be filed with John Hancock at least sixty days prior to the Benefit Commencement Date specified in the written notice.

4. Cash Out of Small Benefits

If the actuarial equivalent value of a Participant's accrued benefit, or any Qualified Pre-Retirement Survivor Annuity that may be payable, is \$1,000, or less at termination or retirement, the benefit will automatically be distributed in the form of an immediate lump sum. If the actuarial equivalent value of the benefit is greater than \$1,000, but less than or equal to \$5,000 the Participant may elect to receive the benefit in the form of an immediate lump sum. The lump sum amount payable is the annual Normal Retirement Benefit multiplied by a deferred to age 65 lump sum factor except if the Participant is eligible for an Early Retirement Benefit. If a Participant is eligible for Early Retirement the lump sum amount payable is the greater of a) or b) below:

- a) The annual Normal Retirement Benefit multiplied by a deferred to age 65 factor.
- b) The annual Normal Retirement Benefit, reduced for Early Retirement, if applicable, multiplied by an immediate lump sum factor.

The lump sum factor is determined in accordance with the mortality and interest assumptions for lump sums specified in the Definition of Plan Actuarial Equivalence.

5. Code

Code means the United States Internal Revenue Code of 1986 as amended from time to time.

ARTICLE I. DEFINITIONS

6. Contract Holder

Contract Holder means the **Sparks Health System**. John Hancock shall deal exclusively with the Contract Holder. Contract Holder may include any successor company, or any company including any corporation or business entity which is owned, controlled, or acquired, merged with, or results from the reorganization of said company.

7. Death Benefit

Death Benefit before retirement, if any, means the benefit payable in the event of death of a Participant prior to his Benefit Commencement Date as set forth under the Definition of Qualified Pre-Retirement Survivor Annuity Benefit.

Death Benefit after retirement, if any, means the benefit payable to a Participant's spouse, survivor, contingent annuitant or beneficiary on account of the death of the Participant after his Benefit Commencement Date. The amount and form of Death Benefit to be paid shall be in accordance with the form of Retirement Benefit elected by the Participant and in effect on his date of death, except as otherwise required by the section of the Code applicable to Plans qualified under Section 401(a) of the Code.

8. Disability Retirement Benefit

There is no Disability Retirement Benefit provided under this Contract.

9. Early Retirement Benefit

The Early Retirement Benefit of a Participant is equal to his Retirement Benefit; identified on the Schedule of Participants as "Monthly Benefit", at his Normal Retirement Date reduced by the applicable factor selected from Exhibit I.

10. Early Retirement Date

The Early Retirement Date applicable to a Participant is the first day of the month specified by the Participant in a written application for commencement of benefits filed with John Hancock, provided that such Participant has attained Age 55. Such application is to be filed with John Hancock at least sixty days prior to the Early Retirement Date specified in the written application. In the event that a Participant terminated employment prior to Age 55, they will be eligible to commence annuity payments on their Normal Retirement Date.

ARTICLE I. DEFINITIONS

11. Employer

Employer means the **Sparks Health System**. Employer further means any successor company to the Employer, or any business entity that is owned, controlled, or acquired, merged with, or results from the reorganization of the Employer.

12. Form of Annuity

- A.** The normal Form of Annuity for an unmarried Participant is a Life Annuity. Under this Form benefits will be paid in monthly installments beginning on the Participant's Benefit Commencement Date and ending with the month in which his death occurs. However, if Section (B) below applies or if the Participant elects an Annuity Option as described under the Annuity Options Definition, his benefit will be converted to the appropriate alternate Form.
- B.** If a Participant has been married for the last twelve months prior to retirement, the Form of Annuity payable is a Qualified Joint and 66 2/3% Survivor with 10 Year Certain, unless such form is waived by the Participant and such waiver is consented to by the spouse in the manner permitted under the Code. The Qualified Joint and 66 2/3% Survivor with 10 Year Certain Form of Annuity provides a reduced for form and adjusted for Early or Late Retirement (as appropriate)Benefit to the Participant for life with a 10 Year guarantee. Upon the death of the Participant, 66 2/3 % of the Participant's Retirement Benefit will be continued to his spouse, if then living for life, with 10 years of this 66 2/3% amount guaranteed. If the Participants spouse dies prior to 10 years, the spouse's beneficiary will be entitled to the same payment for the remainder of the 10 year period. The amount of reduced Retirement Benefit payable under the Qualified Joint and 66 2/3% Survivor with 10 Year Certain Form of Annuity will be determined by the application of the appropriate factor selected from Exhibit I to the Participant's Life Annuity Retirement Benefit; identified on the Schedule of Participants as "Monthly Benefit."

All Retirement Benefits payable under these Forms of Annuity are also subject to reduction for Early Retirement or increase for Late Retirement, if applicable.

13. Late Retirement Benefit

The Late Retirement Benefit of a Terminated Vested Participant is equal to his Retirement Benefit; identified on the Schedule of Participants as "Monthly Benefit", at his Normal Retirement Date, increased by either an Actuarial Increase, or by a Percentage Increase, whichever calculation produces the greatest increased amount. Both sets of factors can be found in the Option Factors, Exhibit I, of this Contract.

Late Retirement should not be paid with retroactive payments.

ARTICLE I. DEFINITIONS

14. Late Retirement Date

The Late Retirement Date applicable to a Participant is the first day of the month specified by the Participant in a written application for commencement of benefits filed with John Hancock. Such application must be filed at least sixty days prior to the proposed Late Retirement Date subsequent to the Participant's Normal Retirement Date. Participants are subject to the restrictions on qualified plans and may not elect a date later than April 1 of the calendar year following the calendar year in which he attains age 70 ½.

15. Liability Assumption Date

Liability Assumption Date means **January 1, 2012**.

16. Normal Retirement Benefit

The Normal Retirement Benefit of a Participant is in the unmarried Form of Annuity in an amount equal to his Retirement Benefit; identified on the Schedule of Participants as "Monthly Benefit", at his Normal Retirement Date, as shown in the Schedule of Participants.

17. Normal Retirement Date

The Normal Retirement Date of a Participant is the first day of the month coincident with or next following the later of his attainment of age 65.

18. Participant

A Participant is any individual identified by the Contract Holder as having an accrued benefit under the Plan and for whom a Retirement Benefit is purchased under this Contract. A definition of each type of Participant covered under this Contract is provided in (a) below.

(a). "Terminated Vested Participant" means each person identified by the Contract Holder as having terminated service with the Employer before the Effective Date of this Contract and for whom a deferred Retirement Benefit has been purchased hereunder, or an Active Participant who terminates service with the Employer after the Effective Date of this Contract.

ARTICLE I. DEFINITIONS

19. Plan

Plan means **Defined Benefit Pension Plan of Sparks Health System** as in effect on the earlier of the Effective Date of this Contract or the date of the Plan's termination.

20. Plan Actuarial Equivalence

Basis applicable for all provisions except lump sums:

Mortality: 1983 Individual Annuity Mortality Table for Females

Interest: 8.50%

Basis applicable for lump sums:

Interest: The adjusted first, second and third segment rates for the month immediately preceding the first day of the second month prior to the calendar quarter in which the single sum distribution occurs determined without regard to IRC section 430(h)(2)(D)(i) 24-month averaging, with a transition rule that phases in the use of the segment rates over five years ("the post-PPA '06 applicable interest rate").

Mortality: The mortality table, modified as appropriate by the Secretary of the Treasury, based on the mortality table specified for the plan year under subparagraph (A) of section 430(h)(3) without regard to subparagraph (C) or (D) ("the post-PPA '06 applicable mortality table").

2 month lookback that is updated each calendar quarter. Rates for the first quarter of 2012 would be November 2011 rates.

21. Plan Year

Plan Year is the period from January 1 to December 31.

22. Premium

Premium means the amount of payments due and payable to John Hancock from the Contract Holder for the purchase of all Retirement Benefits under this Contract.

23. Qualified Pre-Retirement Survivor Annuity Benefit (Payment will be made to the Beneficiary on our file, or the Participants estate)

In the event of the death of an unmarried or a married Participant prior to his Benefit Commencement Date, unless a married Participant elects an optional form of benefit that is selected within the qualified election period as defined in Code Section 417(a)(6)(B), in the event of the death of such Participant, the Participant :

ARTICLE I. DEFINITIONS

- Will receive a 66 2/3% Joint & Survivor benefit with a 10 year certain period
- Benefit will commence at the Participant's date of death. If Participant's death occurs prior to his age 55, the benefit will be actuarially reduced based on the Plan Actuarial Equivalence.
- Spouse can defer commencement to what would have been the Participant's Normal Retirement Date
- Reduced for Early Retirement, if applicable, and Optional Form of Annuity
- A survivor may elect any optional form of annuity provided in this Contract, including a lump sum payment.

In the event of a payment to a Participant's estate prior to what would have been the Participant's Earliest Retirement Age, the benefit will be reduced actuarially.

A surviving spouse will begin to receive payments the first of the month following the Participant's date of death, or as soon as administratively possible thereafter, unless such surviving spouse elects a later date.

24. Retirement Benefit

Retirement Benefit means the amount of benefit specified by the Contract Holder and included on the Schedule of Participants with respect to each Participant and purchased under this Contract.

The Retirement Benefit for a Terminated Vested Participant on the Schedule of Deferred Participants is the amount payable in the unmarried Form of Annuity, as described in sub-section A. of the Definition for Form of Annuity, at Normal Retirement Date.

ARTICLE II. PROVISIONS PERTAINING TO PREMIUM AND THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS

Section 1. Premium and Purchase of Retirement Benefits

Premium in the amount of \$ 7,670,000 due to John Hancock for the purchase of all Retirement Benefits under this Contract was paid by the Contract Holder in United States Currency on November 29, 2011 at the Annuity Service Office of John Hancock.

On April 30, 2012, John Hancock returned \$227,394 to Sparks Health System, due to various pricing adjustments, as outlined on a spreadsheet that was sent to Sparks Health System on April 20, 2012.

John Hancock determined such Premium under this Contract based on the information provided by the Contract Holder for the Normal Retirement Benefits as described in the Schedule of Participants and provisions of this Contract and such determination shall be conclusive for the purposes of this Contract. John Hancock shall only be liable for a benefit payable under this Contract to the extent the appropriate Premium has been received from the Contract Holder for that benefit.

Section 2. Annuity Purchase Rates for Retirement Benefits

The annuity rates applicable to the purchase of Retirement Benefits are based on the following actuarial assumptions:

Mortality: The 1994 Group Annuity Mortality Table fully projected by Scale AA

Interest: 3.47% (Deferred)

Loading: 6.44%

Section 3. Commencement of Retirement Benefit Payments

John Hancock shall commence monthly Retirement Benefit payments to a Participant on his Benefit Commencement Date. The amount of such monthly Retirement Benefit payments shall be equal to the amount determined in accordance with the Definition of Retirement Benefit in Article I of this Contract.

Section 4. Mode of Payment of Retirement Benefit

Retirement Benefit payments to any payee shall be payable monthly on the first day of each month, except as provided in the following paragraph.

ARTICLE II. PROVISIONS PERTAINING TO PREMIUM AND THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS

If the monthly Retirement Benefit payments payable under this Contract to any payee would be less than \$20.00, John Hancock shall have the right, in lieu of making monthly Retirement Benefit payments, to make quarterly payments in advance equal in amount to three times the monthly Retirement Benefit otherwise payable to such payee, provided such quarterly payments would be at least \$20; otherwise John Hancock reserves the right to make payment of the value of the Retirement Benefit in a lump sum, or to make such payments in such other manner as agreed to in writing by the Contract Holder and John Hancock.

Section 5. Reemployment

If a Participant returns to active employment with the same Employer, subsequent to the commencement of receiving a Retirement Benefit under this Contract, John Hancock will not suspend Retirement Benefit payments.

Section 8. Certificate

John Hancock shall issue a certificate to each Participant, with a copy to Sparks Health System, whom a Retirement Benefit is purchased. The certificate shall contain a summary of the benefits to which the Participant is entitled under this Contract. Such certificate shall in no way void or modify any of the provisions of this Contract and if the terms of the certificate conflict with the terms of this Contract, the terms of this Contract shall control.

Section 9. Evidence of Survival

John Hancock shall have the right to require evidence satisfactory to itself that any payee is living on each date a payment is due the payee and to withhold any payments otherwise due until such evidence is received. If such evidence is not made, it shall be presumed for the purpose of this Contract that the payee died immediately prior to the date the first such withheld payment was due.

Section 10. Facility of Payment

If any payee under this Contract is, in the judgment of John Hancock, legally, physically or mentally incapable of giving a valid release for any payment due, John Hancock may suspend annuity payments to or on behalf of any incapacitated payee pending evidence of a claiming legal representative's authority; such suspended payments to be aggregated.

Any payment made in good faith in accordance with this provision shall, to the extent of such payment, fully discharge John Hancock from liability.

ARTICLE II. PROVISIONS PERTAINING TO PREMIUM AND THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS

Section 11. Beneficiary

If a Participant covered under this Contract has waived his right to a Qualified Joint and Survivor Option with the written consent of his spouse, in the manner

prescribed by Code Section 417(a) and regulations issued by the Secretary of the Treasury, or if a Participant is not married, the Participant may designate a beneficiary or Beneficiaries to whom any death benefit shall be payable and may, from time to time, so long as there is any death benefit payable in the event of his death, change such beneficiary or beneficiaries by filing written notice with John Hancock (including written spousal consent, if required). A change in beneficiary designation shall take effect upon receipt by John Hancock, as of the date specified in the notice whether or not the Participant is living at the time of receipt and without prejudice to John Hancock for any payment made or other action taken before its receipt.

If upon the death of a Participant or a beneficiary who is receiving annuity payments, there is no designated beneficiary then living who is entitled to receive a Death Benefit, if any, then becoming due to a beneficiary, payment of such Death Benefit will be made by John Hancock to the estate of the person by reason of whose death the payment becomes due, or in lieu thereof, John Hancock may, at its option, pay such Death Benefit to one or more of the following surviving relatives of such person: { spouse, children, mother, father, brothers or sisters or to any relative permitted by applicable law. } Any payment made in good faith in accordance with this paragraph shall, to the extent of such payment fully discharge John Hancock from liability, which is not to imply that such liability is to be assumed by the Plan or Contract Holder.

Section 12. Participants' Death Prior to Effective Date

The Schedule of Participants will be matched against Social Security data on a quarterly basis after the Contract Effective Date to determine if any Participant has died prior to the Liability Assumption Date.

If within the first year, following the Effective Date of the Contract, it is determined that any Participant has died prior to the Liability Assumption Date, John Hancock will notify the Contract Holder. If there is no benefit payable under this Contract with regard to such a deceased Participant, an appropriate refund of Premium will be made. If there is a benefit payable under this Contract with regard to such deceased Participant, John Hancock will add the beneficiary information to the Schedule of Participants and Premium will be adjusted as appropriate. If the Contract Holder can not determine if a spouse of the deceased Participant exists within a reasonable amount of time, no benefit will be provided, and an appropriate refund of Premium will be made to the Contract Holder.

**ARTICLE II. PROVISIONS PERTAINING TO PREMIUM AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS**

If, more than one year after the Contract Effective Date, it is determined that a Participant has died prior to the Liability Assumption Date then there will be no refund of Premium or adjustment of benefits. If the Contract Holder requires a pre-retirement death benefit for a spouse or beneficiary of a Participant whose death occurred prior to the Liability Assumption Date, but it was not determined or known at John Hancock until after the first anniversary of the Contract Effective Date, such benefit may be purchased from John Hancock by the Contract Holder or Employer. The required Premium for such benefit will be determined based on John Hancock's then current pricing assumptions.

Section 13. Contract Holder Not Liable for Payment of Benefits

Neither the Contract Holder nor the Plan, its fiduciaries or administrators shall have any liability for the payment of the Retirement Benefits described herein to the extent John Hancock has received the appropriate Premium.

ARTICLE III. GENERAL PROVISIONS

Section 1. Assignment of Contract or Benefits

This Contract shall not be assigned without the consent of John Hancock. Except as otherwise prescribed by law or pursuant to a qualified domestic relations order as defined in Code Section 414, no payee under this Contract shall have the right to assign, alienate, encumber, or commute any payments hereunder. No annuitant or other payee may voluntarily or involuntarily sell, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due him from John Hancock. Nor shall any payments hereunder be subject to the debts, contracts, or engagements of any payee or to any judicial process to levy upon or attach the same for the payment of any claim against the payee.

To the extent permitted by law, John Hancock shall be responsible for determinations relating to the qualification, interpretation and administration of domestic relation orders relating to benefits payable under this Contract. John Hancock shall make such determinations in accordance with applicable law. John Hancock has the right to act for the purposes of this Contract on the basis of such determinations. If there is a benefit payable under this Contract with regard to an alternate payee named under such qualified domestic relations order, John Hancock will add the alternate payee information to the Schedule of Participants and Retirement Benefits shall be adjusted as appropriate.

Section 2. Information to be Furnished, Misstatements and Corrections

The Contract Holder, any Participant, and any payee shall furnish all information and proof, which John Hancock may reasonably require in the administration of this Contract. John Hancock shall have the right to rely upon such information and proofs and to act for the purposes of this Contract on the basis of such information.

If it shall be found that the age, sex, or any other relevant fact with respect to a Participant or other payee has been misstated, an equitable adjustment shall be made in the Premium due or paid under this Contract on account of such Participant or other payee or in the yearly amount of Retirement Benefit with any such Retirement Benefit adjusted based on John Hancock's then current pricing assumptions.

In no event will John Hancock be liable to pay a greater benefit with respect to a Participant or payee than that which would be payable on the basis of the correct information and the actual Premium received by John Hancock.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 3. Modification of Contract

No modification shall affect the amount or terms of any Retirement Benefits properly purchased for a Participant prior to the effective date of the modification without his consent unless such modification is for the purposes of conforming this Contract to the requirements of Section 401 of the Code or acts amending such Section.

No modification of this Contract shall, except as provided in this Section, require the consent of, or notice to, any Participant or any other person who is or may become entitled to benefits under this Contract.

Only the President, a Vice President, the Secretary, or an Assistant Secretary of John Hancock has authority on behalf of John Hancock to modify or waive any of the provisions of this Contract.

Section 4. Entire Contract

This Contract, all attached Schedules and the Application of the Contract Holder, a copy of which is attached to and made a part of this Contract, shall constitute the entire Contract between the parties.

All moneys under this Contract shall be part of the general corporate funds of John Hancock and shall be assigned for investment purposes by John Hancock to its General Investment Account.

Section 5. Contract Holder Not Agent of John Hancock

Neither the Contract Holder, the Employer nor a plan administrator shall be considered the agent of John Hancock for any purposes under this Contract.

Section 6. Non-Waiver of Contract Provisions

The failure of John Hancock to perform or to insist upon the strict performance of any provision of this Contract shall neither constitute a waiver on the part of John Hancock of its right to perform or to require the performance of such provision nor estop it from exercising any other rights it may have under this Contract.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 7. Miscellaneous

Words of the masculine gender include the feminine unless the context indicates otherwise.

All sums payable by John Hancock, other than Premium refunds or payments to Participants, shall be payable at its Servicing Office in Boston, Massachusetts.

The Plan is not a part of this Contract. John Hancock's rights and obligations shall be governed by the provisions of this Contract notwithstanding any contrary provisions of the Plan.

Section 8. Severability

Should one or more provisions of this Contract be held by a court to be invalid, void or unenforceable, the remaining provisions will continue in full force.

EXHIBIT I. OPTION FACTORS

OPTION FACTORS

EXHIBIT I. OPTION FACTORS

EARLY RETIREMENT FACTORS

Age	Factor
55	.5000
56	.5333
57	.5667
58	.6000
59	.6330
60	.6667
61	.7333
62	.8000
63	.8667
64	.9333
65	1.0000

The Participant's current Age is defined in years and months.

These factors will be applied to the Normal Retirement Benefit to calculate a reduced Early Retirement Benefit. Any change in factors will result in an adjustment of Contributions.

EXHIBIT I. OPTION FACTORS

LATE RETIREMENT FACTORS

Actuarial Increased Factors

Age	Factor
65	1.1000
66	1.1110
67	1.2366
68	1.3791
69	1.5412
70	1.7264
71	1.9386
72	2.1830

Percentage Increased Factors

Age	Factor
65	1.1000
66	1.1200
67	1.2400
68	1.4200
69	1.6000
70	1.7800
71	1.9600
72	2.1400

A calculation will be done based on both sets of factors, and the factors that produce the greatest increased benefit will be used for the Late Retirement Increase.

Since factors are not available, these are the factors that will be applied to the Normal Retirement Benefit to calculate the Late Retirement Benefit. Any change in factors will result in an adjustment of Contributions.

The Participant's current Age is defined in years and months.

EXHIBIT II. SCHEDULE OF PARTICIPANTS

SCHEDULE OF PARTICIPANTS

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
Bloomfield Hills, Michigan
(Herein called John Hancock)

Application is hereby made by the **Sparks Health Systems** (herein called the Contract Holder) for Group Annuity Contract No. **18220 GAC** (herein called the Contract) the terms of which have been agreed upon between the Contract Holder and John Hancock to provide Retirement Benefits for certain named Participants.

Address of Contract Holder: **Sparks Health Systems**
P.O. Box 8408
Fort Smith, AR 72902-8408

The Contract Holder hereby agrees to transmit to John Hancock the Premium payable under the terms of the Contract and to provide to John Hancock on forms provided by or satisfactory to it, the necessary particulars concerning Participants to be covered. The Contract Holder will provide such other information to John Hancock as may be required for carrying out the provisions of the Contract.

_____N/A_____ is hereby designated as the Agent-Broker to receive any commissions payable with respect to the Contract issued on this Application.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

This Application shall become a part of the Contract and said Contract shall become effective as of November 22, 2011.

Dated at _____, this _____ day of _____, _____.

SPARKS HEALTH SYSTEM

By: _____

Title: _____

SERFF Tracking #:

MALF-128530673

State Tracking #:

Company Tracking #:

18220

State:

Arkansas

Filing Company:

John Hancock Life Insurance Company (U.S.A.)

TOI/Sub-TOI:

A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:

Single Premium Group Annuity

Project Name/Number:

/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification		
Comments:			
Attachment(s):			
Compliance Certification.pdf			

Compliance Certification

I certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws, rules and regulations of the State of Arkansas.

**Kathryn
Dowdell**

Digitally signed by Kathryn Dowdell
DN: cn=Kathryn Dowdell, o=John
Hancock Life Insurance Company
(U.S.A.), ou=Annuity Product
Compliance,
email=kdowdell@jhancock.com,
c=US
Date: 2012.08.07 11:18:40 -04'00'

Name: Kathryn Dowdell
Title: Director, Product Compliance
Date: August 7, 2012